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BRUSHWELLMAN
ENGINEERED MATERIALS

Brush Wellman Inc.
Corporate Headquarters
1200 Hanna Building
Cleveland, Ohio 44115
(216) 443-1000

October 10, 1986

Ms. Michelle Reynolds, Esq.
Department of Energy
Albuquerque Operations Office
P. O. Box 5400
Albuquerque, NM 87115

SUBJECT: COOK V. GENERAL ELECTRIC CO. AND BRUSH WELLMAN INC.
ATOMIC ENERGY COMMISSION CONTRACT NO. AT(30-1)-541

Dear Ms. Reynolds:

By letter dated April 1, 1985, Brush Wellman Inc., through its counsel, Jones, Day, Reavis & Pogue, notified the Department of Energy that Brush had been named a defendant in a complaint filed by the widow of Glenwood Cook, a former employee of General Electric Co. at a facility owned by the United States Government in Cincinnati, Ohio. A copy of that letter, without enclosures, is enclosed with this letter. In the letter Brush made demand upon the United States to defend, indemnify and hold Brush harmless in the Cook action in accordance with the provisions of Atomic Energy Commission Contract No. AT(30-1)-541 ("Contract").


In response, Brush was informed that the United States would not undertake defense of the case on Brush's behalf but that Brush would have to arrange its own defense. Brush did so through Jones, Day, its regular outside counsel, and has periodically received and paid statements from the Jones, Day firm for the work done on the Cook matter. In July 1986, the Cook lawsuit was successfully concluded with plaintiff filing a voluntary dismissal as to Brush.

Enclosed with this letter is an invoice representing the accumulated amounts which Brush paid Jones, Day for services and out-of-pocket expenses in connection with defense of Cook. We are tendering this invoice to you for payment in accordance with the Contract.

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☐ Please remit the amount to Brush to my attention.

Sincerely


Vice President
Administration

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